

**GOVERNMENT OF MEGHALAYA  
STATE RURAL ROADS DEVELOPMENT AGENCY, PMGSY, MEGHALAYA  
LOWER LACHUMIERE, SHILLONG – 1**

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No.PW/EO-SRRDA/PMGSY/88/2020/ 21

Dated Shillong the: 2<sup>nd</sup> February, 2021.

**EXPRESSION OF INTEREST (EOI)**

**Empanelment of Consulting Firm / Organization / Consortium  
As State Quality Monitoring (SQM) for PMGSY works**

Public Works Department (PWD), Government of Meghalaya desire to outsource Third Party monitoring of Pradhan Mantri Gram Sadak Yojana (PMGSY) roads works. As such SRRDA, PWD invites Expression of Interest (EOI) from Consulting Firm / Organization / Consortium which have required expertise and experience in the third party monitoring of PMGSY roads.

The detailed EOI Notice is available from the office website <http://megpwd.gov.in>

The EOI shall be submitted in a sealed envelope through Speed Post, Registered Post or delivered by hand super-scribing thereon 'FOR INDEPENDENT THIRD PARTY QUALITY MONITORING OF PMGSY ROADS IN MEGHALAYA' on top of the envelope, to the stated address.

The EOI will be received up-to 1400 hours on the 5<sup>th</sup> March 2021 and will be opened on the same date and time. Reason of postal delay will not be entertained.

  
(Shri. G.K. Marak)

**Chief Engineer (Standard) PWD (Roads)  
Cum Empowered Officer, SRRDA, PMGSY,  
Meghalaya, Shillong.**

**Memo: No.PW/EO-SRRDA/PMGSY/88/2020/ 21**

**Dated Shillong the: 2<sup>nd</sup> February, 2021**

Copy to:

1. The Secretary to the Government of Meghalaya P.W.D. (R&B) cum Chief Executive Officer, SRRDA Shillong for favour of information.
2. The Director (RC), Ministry of Rural Development (RC Division), Government of India, Krishi Bhavan, New Delhi – 110001, for favour of information.
3. The Director (P-III), NRRDA, 5<sup>th</sup> Floor, NBCC Towers, Bhikaji Kama Place, New Delhi – 110066, for favour of information
4. The Director of Information and Public Relations Meghalaya, Shillong with 2(Two) spare copies of the above Press Notice for publication in 1(One) issue of any 2(Two) daily English Newspapers (OneGuahati Daily & One Shillong Daily) for wide circulation. The bills for publication may please be sent to the undersigned for payment.
5. The Director Printing and Stationery, Meghalaya, Shillong along with 2(Two) spare copies of the Press Notice for publication in the next issue of Meghalaya Gazette.
6. The State Technical Director, NIC Meghalaya, Shillong for uploading the same in the <http://megpwd.gov.in> website
7. The Financial Controller, SRRDA, PMGSY cum Finance and Account Officer, PWD (Roads) Shillong, for information.
8. The Addl. Chief Engineer, P.W.D. (Roads), Nodal Maintenance officer cum SQC, SRRDA, PMGSY, Meghalaya Shillong for information
9. The Administrative Officer PWD, for information and for fixing the Press Notice on the Notice Board.

  
(Shri. G.K. Marak)

**Chief Engineer (Standard) PWD (Roads)  
Cum Empowered Officer, SRRDA, PMGSY,  
Meghalaya, Shillong.**

## **Terms and Conditions**

**1. Qualifications of the Agency and Key staff Requirement:**

The following are the key requirements and qualifications for selection of the agency:

- The Consulting Agency must have past experience of Third Party Monitoring works of PMGSY roads.
- The Consulting Agency must have necessary team of full-time experts and subject specialists required to accomplish the desired deliverables.
- The Consulting Agency must have an annual turnover of over Rs. 1(one) Crore at least once in the last three years.

The Consulting Agency is to submit Technical Proposal which contains methodology to be adopted and requisite manpower for execution of the work. The Agency is to submit documentary evidence (Work Orders for experience, CVs of Team Members, etc.) for supporting the above conditions.

**2. Procedure for Application fee : Rupees: 10,000/- ( Rupees Ten Thousand only) non – refundable in the Form of Crossed Demand Draft / Banker's Cheque in favour of Empowered Officer, SRRDA, Meghalaya payable at Shillong , Meghalaya.**

**3. Financial Bid :** The Financial Bid should be submitted separately in a sealed envelope clearly marked 'Financial Bid' on the cover. All terms and conditions of the payments should also be clearly mentioned in the bid document.

(Note: The Chief Engineer (Standard), PWD (Roads), Cum Empowered officer Meghalaya reserves the right to reject any or all offers without assigning any reason thereof)

**4. Procedure for Selection :** The selection of agency shall be based on the prior experience and lowest evaluated quoted price . The decision of the Selection Committee will be final.

**5. Validity of the Contract :** The validity will be for a period of one year.

**6. Clarifications and Queries :** All clarification sought by the consultancy firms in respect of the EOI shall be addressed at least seven day before the deadline for submission of the EOI in writing.

**7. The last date of submission of Technical Bid and Financial bid will be on the 22<sup>nd</sup> February 2021 a 1400 hours. The bids will be open in the office of the Chief Engineer (Standard), PWD (Roads), cum Empowered officer, SRRDA, PMGSY, Shillong Meghalaya.**

  
(Shri. G.K. Marak)

**Chief Engineer (Standard), PWD (RDS)  
cum Empowered Officer, SRRDA, PMGSY  
Meghalaya Shillong**

## Format for Financial Bids

### SQM Consultancy Project under PMGSY

The following rates are including all expenses related to inspection, remuneration of experts, travel, scrutiny, abstracting and report-writing and presentation in an appropriate format as desired by the employer, all costs associated establishment and running of field office and main office, etc. and taxes or levies as provided under the law except Service Tax. The rates would also include scrutiny of ATRs and expenses required for appropriate communication (as decided by the employer) of observations to the PIU and SQC.

Rate for each inspection of PMGSY work by one single State Quality Monitor.	Rs..... (in words.....) .....) Per inspection by one SQM
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(Service Tax / GST would be paid extra by Employer as per applicable rate)

.....  
.....  
.....  
(Name and Dated Signature of  
Authorised Representative  
of the Consultant)

## **Terms of Reference (TOR)**

for Quality Monitoring of road works by State Quality Monitors under Second Tier of Quality Mechanism of PMGSY

### **1.1 INTRODUCTION:**

1.1.1 The PradhanMantri Gram Sadak Yojana (PMGSY) has a programme objective of providing all weather road connectivity to every unconnected habitation with a population of 500 and more (250 or more in the case of Hill States, including North East, Desert and Tribal areas). PMGSY is a cent percent centrally funded scheme with dedicated sources of funding.

1.1.2 The National Public Roads Development Agency (NRRDA), under the Ministry of Public Development, Government of India, is the Agency responsible for providing management and technical support to the programme implementation. The Programme is being implemented by the State Government of Meghalaya with PWD (Public Works Department) as the implementing Agency.

1.1.3 Ensuring the quality of road works is responsibility of the State Governments who are implementing the programme. A Three Tier Quality Management Mechanism is envisaged under PMGSY: the first tier is in-house quality control by the executing agency, whereas, the second tier is independent quality monitoring at the State level. The State Governments are responsible for these two tiers of the quality management structure. The first tier of Quality Management has the primary function of quality control through enforcement of technical standards; the function of second tier is to monitor the quality and effectiveness of the enforcement process.

This includes:

- Checks to ensure that the first tier is properly functional.
- Independent quality tests to verify that the quality control system is achieving its intended objective.
- Detection of systemic flaws in the quality control process and action to improve the process.
- Independent monitoring of deterrent and punitive measures in respect of the first tier and the Contractor.

1.1.4 While the State Government is making efforts to increase capacity, still because of substantial workload, augmentation of capacity by outsourcing the quality monitoring under the second tier of quality management mechanism is envisaged. As such, to assist the Public Works Department(PWD) in achieving PMGSY objectives, the State Government of Meghalaya proposes to engage Consultants for providing services of State Quality Monitors(SQMs)

for independent monitoring of quality of road works as provided in PMGSY Programme Guidelines and Operations Manual issued by National Public Roads Development Agency, Ministry of Rural Development, Government of India.

## **1.2 THE CONSULTANT:**

1.2.1 The services of the SQM Consultants may be provided by a consulting firm ('Consultant') with adequate experience in the field of supervision of construction (including quality control) of road works. The Consultant shall provide implementation arrangements and staffing as indicated in Clause 1.3 & 1.7 of TOR Section 1. However, in preparing their proposals, the Consultants may propose alternative arrangements that, in their opinion, will provide service of an equivalent level.

1.2.2 The Consultant will be engaged by the State Rural Roads Development Agency, Public Works Department, Meghalaya hereinafter referred to as the "Employer", for services based on Terms of Reference as concurred by NRRDA by inviting Technical and Financial Proposals. The Consultant will be required to furnish the CVs of all the Team members along with the Technical Offers including documentary proof of qualification and experience, their written consent and availability.

1.2.3 **Procedure for Engaging Consultant:** The State Rural Roads Development Agency, (SRRDA) Public Works Department, Meghalaya shall engage the SQM Consultants by -

- (a) Issuing Request for Proposals inviting Technical and Financial proposals and Technical evaluation by the Employer.
- (b) Final Selection on the basis of lowest evaluated offer price subject to Consultant meeting the eligibility criteria, consequent to evaluation of Technical Proposal.

## **1.3 IMPLEMENTATION ARRANGEMENTS:**

1.3.1 The Consultant would be required to establish a main office headed by Leader State Quality Monitor (LSQM) and supported by appropriate number of Assistant Leader State Quality Monitors (ALSQM) having minimum prescribed qualification and experience, for scrutinizing of SQM reports, ATRs, etc. and coordination of the activities related to quality monitoring under this main office. Appropriate number of State Quality Monitors (SQM) having minimum prescribed qualification and experience would be deployed for carrying out work-wise monitoring of quality at the work-site. LSQM shall also be responsible for maintaining proper interface between the designated officer of the Employer, Agency (SRRDA), Officers of Programme Implementing Unit (PIU) and of the Consultant.

1.3.3 **Arrangement for Testing:** The State Quality Monitor shall carry ordinary instruments, such as, measuring tapes and measuring scales etc required for inspection and general measurements of road works during the inspection. However, the tests for material and workmanship shall be carried out in the field laboratory established by the contractor. It would be possible to conduct all the tests prescribed in the TOR in the field laboratory of the contractor, however, it may not be possible to generally carry out some specific tests in the laboratory of the contractor, in such cases

the testing would be performed in the district/regional/State level laboratories of the employer organization, laboratories of engineering institutes or institutes of technology as approved by the employer. The testing can also be carried out in the private laboratories provide they are accredited by the employer.

The employer shall be responsible for all expenses relating to testing and transportation of samples to the laboratory etc. The Employer shall also be responsible for ensuring that the SQM is provided full support for taking samples, transportation of samples to the laboratory and appropriate testing in presence of the SQM.

1.3.4 The Consultant shall make appropriate arrangements to ensure inspection of all the works under the package at-least at 3 stages, as prescribed by the employer.

The Consultant shall also ensure that:

- the inspecting SQM monitors the quality of work through making observations tests regarding each item and sub-item of work as prescribed under this TOR.
- the observations about the quality are made through conduct of laboratory/field tests, hand-feel tests or by visual observations as per frequency as prescribed in this TOR.
- all the observations are recorded, reported and substantiated through prescribed test results in the manner as prescribed by the employer.
- the inspection and reporting by SQMs is factual, true and appropriate.
- the Action Taken Reports on the observations of SQMs are scrutinized professionally and observations are communicated to the PIU and the Employer through State Quality Coordinator (SQM).

#### **1.4 DUTIES, FUNCTIONS AND RESPONSIBILITIES OF KEY PERSONNEL:**

The duties, functions and responsibilities of various key personnel are given below:

**1.4.1 LSQM:** The main office shall be headed of LSQM who would be overall in- charge of State Quality Monitoring. His duties and responsibilities would inter- alia cover the following:

- (a) Coordinate all the activities of SQMC with the Agency.
- (b) Deployment of SQMs for inspection.
- (c) Ensuring all arrangements for appropriate testing and reporting by SQMs.
- (d) Receiving reports of SQMs, scrutiny of reports and communication of observations to the PIU and SQC within the time specified by the Agency.
- (e) Ensuring that SQMs inspect the work, report as per provisions in TOR and carry out tests as per the frequencies provided in TOR.
- (f) Ensuring that SQMs perform inspection of works and reporting most professionally and diligently and strictly adhere to the code of conduct prescribed for SQMs.
- (g) Ensuring that ATRs submitted by the PIUs are scrutinized professionally and diligently

and observations are communicated to the PIUs.

**1.4.2 ALSQM:** The main office based ALSQM would work under overall supervision of LSQM. He/she would be responsible for providing support to the LSQM in discharge of his duties.

**1.4.3 SQM:** Field based expert shall be responsible for carrying out inspection of works as provided in the TOR and as per directions of LSQM and the Agency. His duties and responsibilities would inter-alia cover the inspection and making observations in the prescribed format.

## **1.5 MOBILIZATION, WORK PROGRAMME AND ITS REVISION:**

**1.5.1 Mobilization Time:** Upon issue of Notice to Proceed with the work from the Employer, the Consultant shall mobilize its resources within a period of 30 days and date of commencement of services shall be reckoned from 7<sup>th</sup> day of issue of Notice to Proceed with the work.

### **1.5.2 Work Programme and its Revision:**

- (a) Original Work Programme:** As per the guidelines, it is required to be ensured that each work, from its commencement to completion, is inspected at least at 3 stages in accordance with the provisions of this Terms of Reference. Based on requirement of inspections of each work depending upon its construction stage at the commencement of services and taking into account the expected stage of construction till the end of the period of services, the Consultant shall draw detailed month-wise work programme.
- (b) Work Programme during Consultancy Services:** Depending upon progress of construction works or as directed by the Employer, month-wise work programme for the subsequent quarters shall be revised by the Consultant in each quarter. Month-wise revised work programme for subsequent quarters shall be submitted to the Employer for approximately 20 days before the commencement of the subsequent quarter. After examination of the Work Programme by the Employer and modifications recommended if any, the Employer shall approve the revised Work Programme 10 days before the commencement of the subsequent quarter.

## **1.6 SCOPE OF WORK:**

The broad Scope of Work of this consultancy service shall include:

- (a) Monitoring the quality of road works by the State Quality Monitors through structured inspection of works as given in 1.6.1 below at three stages from commencement to completion of the construction work and reporting the observations in formats prescribed by the employer.** The number of inspection would depend on stage of work at which the services of State Quality Monitoring would commence and the period of such services. The reports of SQMs shall be scrutinized by the Consultant and abstracted.

- (b) The PIUs would be required to take action on the observations of SQMs and Action Taken Reports (ATRs) shall be furnished. The scope of SQM shall also include the scrutiny of ATRs with reference to the observations of the SQM and due communication of results of scrutiny.

#### **1.6.1 Inspection of Works:**

The State Quality Monitor (SQM) shall inspect every road work including CD works and all other related works at 3 stages as prescribed by the employer. In case of road work involving earthwork in cutting or/and embankment, construction of sub-grade and construction of flexible/semi-rigid/rigid pavement, the stages of inspection shall be:

- Stage-I: When the work has been started and generally earthwork in embankment and/or cutting is in progress,
- Stage-II: When the pavement work in base-course is in progress
- Stage-III: When the work is nearing completion i.e. the stage when the bituminous surface work is in progress or just upon completion.

However, in case of road work involving only formation cutting and related protection works or CD works, construction of only rigid pavement or only other type of pavement or any individual CD work or bridge work etc, three stages of inspection for each work would be prescribed by the employer.

Item-wise requirements for monitoring the quality of road works by State Quality Monitors are given below and accordingly, the SQM shall monitor the quality through observations and reporting:

- (i) **Setting Out:** For systematic execution of work, appropriate setting out is to be ensured by PIU. The SQM is required to see as to whether, the appropriate setting out is required for the item of work ongoing at the time of inspection of SQM is in place or not. The following aspects need to be seen:
- (a) **Bench Marks:** As per specifications, the contractor is required to establish at least 4 reference bench marks per kilometer and also at or near all CD works. The levels of these reference bench marks are required to be approved by the engineer. The SQM is required to see as to whether these bench marks exist and up-to-date record of bench mark including approved adjustment have been maintained.
- (b) **Center Line:** Center line of the carriageway is required to accurately establish by the contractor at every marker pegs and chainage board appropriately placed at defined intervals. The SQM shall check these markings.

**Frequency:** At all stages of inspection, the SQM shall check the above aspects and record his observations.

- (ii) **Working drawing:** At every work site, clear working drawing having pre-commencement levels and levels of various items of work to be achieved after completion is required to be made available to the contractor. The SQM is



expected to check the working drawing in reference to the level of execution at the time of inspection.

**Frequency:** At all stages of inspection, the SQM shall check the above aspect and record his observations.

- (iii) **Site Clearance and Grubbing:** As per specifications, clearing and grubbing is required to be implemented. The SQM is expected to see as to whether, clearance and grubbing as provided in the DPR is being carried out and disposal of material as provided in the specifications is being done. In case of up-gradation, scarifying of the existing work may be involved. The SQM is required to see as to whether scarifying is as per specifications and proper provision for salvaging and reuse of the used material has been carried out.

**Frequency:** At first stage of inspection, the SQM shall check the above aspect and record his observations. In case, the above item is partly executed after first stage inspection of the SQM, the observations in the subsequent stages would be made by the SQM.

- (iv) **Quality Control Arrangements and Attention to Quality:** As per the contract, the contractor is required to establish the field laboratory for conducting mandatory quality control tests for material and workmanship. The SQM is expected to check as to whether, requisite equipments for the testing of works ongoing at the time of inspection are there in the laboratory or not. This is also required to be seen that whether equipments are being used to actually testing workmanship and clear observations on this aspect are to be recorded.

It is mandatory to maintain the Quality Control Register Part-I & II. In case of ongoing works the SQM is expected to see, as to whether, appropriate entries in the abstract of Quality Control Register have been made, whether, test results for all the items of work executed upto the time of inspection are available in the Quality Control Register Part-I. In Quality Control Register Part-II it is required to be seen whether record of non-conformance is being maintained and whether appropriate non-conformance report have been issued.

**Frequency:** At all stages of inspection, the SQM shall check the above aspects and record his observations.

- (v) **Geometrics:** The observations about road land width, road way width, carriage way width are required to be taken at various stages of construction. Geometrical features such as camber and super elevation are required to be provided right from the levels of the sub-grade and it is expected from SQM to make observations about these elements at various stages of work. The provision of horizontal curves and other such geometrical features including requisite transition curves and extra widening needs to be observed and recorded at various stages starting from initial setting out to completion of surface-course.

**Frequency:** At all stages of inspection, the SQM shall check the above aspect and record his observations.

(vi) **Earthwork:** The road may be either in cutting or embankment or there may be a combination of cutting and embankment in the same road. The observations about the quality are expected for both types of works.

(a) **Earthwork in Embankment and Sub-grade:** For embankments and sub-grade, the following parameters are critical to quality of material and workmanship:

- Quality of Soil used in embankment or sub-grade (Soil Classification)
- Compaction of embankment or sub-grade.
- Camber

The SQM would be required to ascertain conformance of above parameters with the specifications. Appropriate hand-feel test for soil classification and test for field density at various levels of embankment are expected while the work is ongoing. These observations can also be made by digging appropriate pit in cases where embankment has been completed and the work of sub-base and base-course is ongoing. The SQM is expected to make the above observations while the work in this item is ongoing. If, somehow, the sufficient observations have not been made during the execution of this item, appropriate observations by digging pit after completion of embankment are expected from the SQM. Frequency: The SQM shall perform the tests as given below:

Test	Frequency
Visual Classification of Soil	In Stage-I, at least 1 test for earthwork in each km (irrespective of the executed quantity).
	In Stage-II or III, if earthwork of the stretch of road has not been monitored earlier, at least 1 test for earthwork in each km
	In Stage-I, minimum 2 tests for each km length or part thereof (irrespective of the executed quantity).
	In Stage-II or III, if earthwork of the stretch of road has not been monitored earlier, minimum 2 tests for each km length or part thereof (irrespective of the executed quantity).
Camber	Minimum 2 measurements per km at any stage of inspection.

(b) **Earthwork in Cutting:** The roads in hilly areas and rolling terrain may have earthwork in cutting. The following parameters are critical to quality of earthwork in cutting:

- Longitudinal gradient and
- Slopes of cutting.

The SQM is expected to make clear observations on the basis of actual recording of levels in the stretches fairly representative of the overall quality.

**Frequency:** The SQM shall record observations as given below:

Test	Frequency
Recording of Longitudinal Levels	At all stages of inspection in case of work of formation cutting – In a critical and fairly representative stretch of 100 meters in each kilometer (irrespective of the executed quantity).
	In case of hill road having formation cutting and pavement work, the above observation would be made at those stages of inspection when formation cutting work is ongoing.
Recording of Slope of Cuttings	At all stages of inspection in case of work of formation cutting – At least two critical locations with maximum height in each kilometer stretch of road (irrespective of the executed quantity).
	In case of hill road having formation cutting and pavement work, the above observation would be made at those stages of inspection when formation cutting work is ongoing.
Camber and Super elevation	Minimum 2 measurements per km at every stage of inspection.

(vii) **Sub Base Course and Shoulders:** Specifications provide for course-graded granular sub-base for Public roads. Recently, gravel sub-base has also been allowed. For shoulders, appropriate material is to be used and construction of the shoulder has to take place simultaneously with construction of other layers of pavements. For monitoring the quality of GSB and shoulders the following quality parameters are critical:

- The conformance of the material to grading requirements and also ensure that soil fraction passing through 75 micron sieve is not more than the prescribed percentage.
- Plasticity characteristics of the fraction passing through 425 micron sieve are well within the prescribed limits.
- Compaction.
- Thickness of compacted layer.
- Simultaneous construction and compaction of shoulder with other layers of pavement.

The SQM is expected to carry out actual field tests for all the above items for samples fairly representative of overall quality of the item.

**Frequency:** The SQM shall record observations as given below:

Test	Frequency
Gradation Test	In Stage-II, at least 1 test for each km (irrespective of the executed quantity).
	In Stage-III, if gradation of GSB of the stretch of road has not been monitored earlier, at least 1 test for each km
Degree of Compaction	In Stage-II, minimum 2 tests for each km length or part thereof (irrespective of the executed quantity).
	In Stage-III, if GSB of the stretch of road has not been monitored earlier, minimum 2 tests for each km length or part thereof (irrespective of the executed quantity).
Test for Liquid Limit and Plasticity Index	In Stage-II, at least 1 test for each km (irrespective of the d quantity).
	In Stage-III, if GSB of the stretch of road has not been monitored earlier, at least 1 test for each km
Thickness of compacted layer	In Stage-II or III, in case, GSB is complete and if every km not monitored for quality, at least 2 test per km.
Camber and Super elevation	Minimum 2 measurements per km at any stage of inspection.

(viii) **Base Course:** In Public roads, generally sub-grade of Water Bound Macadam is being constructed. In WBM layer, the following items are critical to quality:

- Gradation of course aggregates.
- Gradation of fine aggregates (filler material and binding material).
- Quantity of fine aggregates.
- Adequacy of compaction.
- Surface evenness.
- Thickness of compacted layer.

To ensure the conformance of course or fine aggregate to gradation requirements, SQM is expected to carry out sieve analysis. In case crushable aggregate has been used as filler material, the plasticity characteristics are critical; therefore, SQM is expected to test PI and LL. There is specific method of spreading the course aggregate, dry rolling followed by application of fine aggregates to be continued with dry rolling followed by wet rolling has been prescribed under the specifications. However, it has been observed that in many cases, course aggregates and fine aggregates are mixed without any control over the quantity of fine aggregates and rolled unsystematically. There is an urgent need to check this bad practice in construction of WBM. While the work of WBM is ongoing, the SQM is expected to check the process of construction meticulously and report.

In case WBM has been completed, it is still possible to fairly judge the levels of compaction. To ensure that prescribed dry rolling and wet rolling has been carried out for achieving appropriate compaction in the WBM, it is necessary to carry out volumetric analysis by excavating pit of specific size and after appropriate screening to separate out course and

fine aggregates the proportion of fine aggregates by volume of course aggregates should be calculated.

If proper dry rolling and wet rolling is done, the WBM would appear solid compacted and the percentage of fine aggregates would not generally be more than 25% of volume of course aggregates. Appropriate allowance for crushing under the wheels of the roller may also be made depending on the aggregate impact value of the course aggregates.

If volume of fine aggregate is more, it is obvious that specified rolling has not been carried out. To confirm the levels of compaction, the pit should be filled with the course aggregates and it should be seen that sufficient loose course aggregate should still remain balance after filling up the pit.

**Frequency:** The SQM shall record observations as given below:

Test	Frequency
Gradation Test for each layer of WBM	In Stage-II, at least 1 test for gradation of course aggregate and fine aggregate separately for each km (irrespective of the executed quantity).
	In Stage-III, if gradation of Course aggregate and fine aggregate of the stretch of road has not been monitored earlier, at least 1 test for each km
Volumetric Analysis for assessment of compaction of WBM	In Stage-II or III, in case, WBM is complete and if every km not monitored for quality, at least one test per km.
Test for Liquid Limit and Plasticity Index in case fine aggregates are crushable type.	In Stage-II, at least 1 test for each km (irrespective of the executed quantity).
	In Stage-III, if WBM of the stretch of road has not been monitored earlier, at least 1 test for each km
Surface Evenness using straight Edge	In Stage-II or III, in case, WBM is complete and if every km not monitored for quality, at least 2 test per km.
Thickness of compacted layer	In Stage-II or III, in case, WBM is complete and if every km not monitored for quality, at least 2 test per km.
Camber and Super elevation	Minimum 2 measurements per km at every stage of inspection.

(ix) **Bituminous Construction:** Generally under PMGSY, the work of 20 mm pre-mix carpet followed by pre-mix/liquid seal coat is taken up over primed and tack coated WBM base-course. In some cases, construction of bituminous macadam or modified penetration macadam is also taken up. Mix-seal surfacing is also being constructed in some parts of the country. The requirements of quality monitoring for various components of the bituminous construction are given below:

(a) **Preparation of Surface for Bituminous Construction:** It is extremely important to properly brush off loose material and fine aggregates generally available on the surface of WBM, however, it has been observed that cleaning of WBM surfaces does not receive proper attention of the staff of PIU. The SQM is expected to check this aspect meticulously. Even in cases where the bituminous construction has been completed, it is possible to fairly assess this aspect by carefully removing the bituminous layer and observing the availability of loose material between the WBM layer and bituminous layer.

- (b) **Priming Coat and Tack Coat:** Specifications prescribed for application of priming coat by slow setting emulsion before application of tack coat, application of tack coat by rapid setting emulsion and even by viscosity grade straight-run bitumen. Uniform unbroken spread of emulsion/straight-run bitumen can only be ensured through its application by mechanical spraying rather than spray by a perforated cane. The temperature at the time of application of straight-run bitumen is critical to the quality of tack coat. The SQM is expected to make clear observations about this aspect.

**Frequency:** If the work of prime coat and tack coat is ongoing, the SQM shall carry out one test for rate of spread of binder. If the work in bituminous surface has been completed, the SQM shall carry out assessment of level of cleaning by removing bituminous layer at least at one spot in every 500 meters of the road.

- (c) **20 mm Thick Pre-mix Carpet/BM/MSS and Seal Coat:** The following are critical to quality of bituminous layers:

- Gradation of aggregate
- Quantity of Binder
- Mixing and laying temperature
- Compacted thickness
- Surface Evenness

The above aspects can be easily monitored when the work in this item is ongoing. While the work is ongoing, the assessment of quantity of binder may be made easily, however, when the work is complete, the SQM shall carry out bitumen extraction test and while interpreting the results, possible presence of binder used for tack coat should be appropriately accounted for.

**Frequency:** The SQM shall record observations as given below:

Test	Frequency
Gradation Test for Course Aggregate (if the work in the item is ongoing)/visual observation in case of completed item of work	In Stage- III, At least one test on the day of inspection.
Temperature of Binder at the time of mixing and laying (if the work in the item is ongoing)	In Stage- III, at least one test on the day of inspection.
Bitumen Extraction Test along with gradation test of extracted aggregates	In Stage-III, in case, PMC is complete and if every km not monitored for quality, at least 1 test per km.
Thickness of compacted layer.	In Stage-III, in case, PMC is complete and if every km not monitored for quality, at least 2 test per km.
Surface Evenness using straight edge	In Stage-III, in case, PMC is complete and if every km not monitored for quality, at least 2 test per km.
Camber and Super elevation	Minimum 2 measurements per km at every stage of inspection.

- (x) **Side Drains and Catch Water Drains:** For ensuring appropriate surface drainage, provision of side drains and if required, catch water drains followed by integration of these drains to across drain is critical. In case of hill roads, provision of side drains along with catch-pits of appropriate size at appropriate locations followed by provision of appropriate cross drainage work is critical. The SQM at all stages of inspection is expected to make clear observations about the aspects given above. He should clearly mention the adequacy of the size of the side drain and shall observe clearly, whether, the longitudinal gradient of the side drains is adequate for ensuring disposal of water.
- (xi) **Road Furniture and Markings:** Under PradhanMantri Gram SadakYojana, every work is to be provided with Citizen Information Board and main board even before the actual grounding of the work. Logo boards and other road furniture are to be provided at appropriate time. The SQM shall check, as to whether, all Informatory Boards, as prescribed under the programme have been provided on the site and report. The SQM shall also check and report the quality of material and workmanship of road furniture and markings.
- (xii) **Cement Concrete Pavement and Associated Pucca Side Drains:** In case of cement concrete pavements, the following are critical to quality:
- Quality of cement concrete
  - Workmanship of cement concrete
  - Joints
  - Thickness
  - Size and Shape of associated pucca side drains and their adequacy
  - Quality and Workmanship of material used in pucca side drains
  - Longitudinal levels of pucca side drains, their integration to cross drains or appropriateness of the provisions for disposal.
  - Cross drainage works

While the work is ongoing, the SQM is expected to verify all the above items, however, while the work is complete, measurements about the thickness of CC Pavement, Surface conditions such as cracking etc may visually be seen, the register of cube test may be verified and based on visual observations, comments on quality of material and workmanship may be made. The aspects of size and shape of associated pucca side drains and their adequacy, Quality and Workmanship of material used in pucca side drains and Longitudinal levels of pucca side drains, their integration to cross drains or appropriateness of the provisions for disposal may be observed and recorded even if the work is complete. The SQM shall make observations about the above aspects during his inspection and report.

- (xiii) **Cross Drainage Works:** There are a variety of CD works, taken up under PMGSY. Quality monitoring requirements for some common types of CD works are given below:

- (a) **Hume Pipe Culverts and Vented Cause-way:** The following aspects are critical for quality of hume pipe culverts:

- Adequacy of provision for face/main walls, wings and return walls has been made as per site conditions (whether these walls provided with appropriate design in appropriate length etc).
- Quality of material and workmanship of face/main walls, wing and return walls.
- Quality of hume-pipes
- Adequacy of cushion over hume-pipes.
- In case of vented cause-ways, quality and workmanship of surfacing over vented cause-way (generally, CC Pavement is constructed and quality monitoring as covered under CC Pavement would apply to this item also).

While the work is ongoing the SQM shall check all the above aspects and report. In case of completed hume-pipe culverts also the above aspects can be checked and reported. In case of cause-ways, it is important to check, as to whether; main walls have been appropriately keyed on the banks of the drain taking them well beyond HFL to avoid out-flanking in high floods. The SQM shall make observations on all the above aspects during his inspection and report.

(b) **Simply Supported Slab Culvert or Cement Concrete Box Culverts:** Quality monitoring aspects for such works would be decided on case-to- case basis.

(xiv) **Observations on action regarding issues mentioned in earlier inspection reports of SQMs or National Quality Monitors (NQMs):** If the work being inspected by the SQM was earlier inspected by other SQM/NQM, the SQM shall make item and sub-item wise observations on the action by the PIU regarding issues mentioned in reports of earlier inspections by SQMs or NQMs and record these observations in a manner prescribed by the Agency.

**1.6.2 Actions Taken Reports and its Scrutiny:** Upon receipt of the inspection reports and observations of SQM, the PIU shall initiate action (if required) for rectification of defects (if any) pointed out in the observations. This shall be ensured by the SQM.

An Action Taken Report (ATR) shall be furnished by the PIU to the Consultant in manner and within a period prescribed by the SQC.

The LSQM shall scrutinize the ATRs with reference to the observations of SQM contained in the inspection report and make clear observations on the ATRs. These observations would be communicated to PIU and SQC by LSQM within prescribed time period

## **1.7 STAFFING AND OTHER INPUTS:**

**1.7.1 Personnel to be deployed and expected Output:** Generally, one SQM can inspect one work of maximum 3Km length in a day and make observations as required under Clause 5.6.1 of this TOR. If the road is say 9 KM, then the SQM would submit three separate reports. Thus one SQM would be able to perform not more than 20 inspections in a month including time required for travel, performing tests and writing reports etc.

The LSQM would be required to scrutinize the reports of SQM critically and to examine as to whether, the SQM has carried out inspection, testing and reporting as per Scope of Works given in this TOR. Each LSQM would be supported by ALSQM in the main



office for scrutiny and abstracting the reports of SQMs. The LSQM would be required to ensure that SQMs reporting commensurate to the test results and they (SQM) perform inspection most professionally and report diligently.

Thus, one ALSQM would be able to scrutinize not more than 250 inspection reports.

The deployment of SQMs, ALSQMs and LSQMs shall depend upon the number of inspections that are required to be carried out during the period of service.

**1.7.2 Consultant's Team Composition and Deployment:** The consultant firm shall provide the personnel for the indicated duration. The given durations are indicative and subject to variation by mutual agreement between Consultant and the Employer. The Consultant's Team Composition and Deployment/Duration is given below:

(a) **Guidelines for Deployment of Consultant's Team:** The expert-wise Deployment and Duration is given below:

Experts	Experience	Deployment/Duration
Lead State Quality Monitor (LSQM)	Degree in Civil Engineering with At-least 20 years as Civil Engineer in various capacities. Out of experience of 20 years, he should have at-least 12 years experience in construction supervision or quality control of road projects.	Main office based expert is required to provide overall leadership, guidance and peer consultation. The Leader SQM shall be required for full duration stationed at the head-quarter where main office is situated.
State Quality Monitor (SQM)	Graduate in Civil Engineering with At-least 10 years experience in construction supervision or quality control of road projects <b>Qualification for SQM to be read with Extract from the NIRDA Guidelines for Selection Criteria of SQm etc. appended as Annexure I</b>	Each SQM shall perform inspection of not more than 20 works in a month including travel and report writing. Accordingly, depending on total number of works to be inspected, the number of SQMs would be deployed.

(b) Minimum Qualification and Experience of the Leader State Quality Monitor (LSQM) and State Quality Monitor (SQM) or Assistant Leader State Quality Monitor (ALSQM) are given below:

(i) **Qualification for Leader State Quality Monitor (LSQM):**

- Educational Qualification: The candidate should be Graduate in Civil Engineering from recognized University.
- Age Limit: Any individual who has attained the age of 68 years would not be allowed to work as LSQM.
- Experience: The candidate should have an experience of at-least 20 years as Civil Engineer in various capacities. Out of experience of 20 years, he should have at-least 12 years experience in construction supervision or quality control of road projects.
- If the candidate was working as State Quality Monitor or National Quality Monitor

under PMGSY but was discontinued on account of poor performance or conduct, shall not be eligible.

- The Consultant will be responsible for deployment/withdrawal of staff/additional staff for efficient and complete service as expected from the Consultant. The CVs of Key Personnel shall be included in the EOI along with the documentary proof of qualification and experience, their written consent and availability. The CVs of all the team members will be provided along with the technical bid.

**(ii) State Quality Monitor (SQM) or Assistant Leader State Quality Monitor (ALSQM):**

- Educational Qualification: The candidate should be Graduate in Civil Engineering from recognized University or Diploma (CE) from a recognized engineering institute.
- Age Limit: Any individual who has attained the age of 68 years would not be allowed to work as SQM.
- Experience: As per Annexure I
- If the candidate was working as State Quality Monitor under PMGSY but was discontinued on account of poor performance or conduct, shall not be eligible.

**1.8 FACILITIES:**

- (a) The Consultant shall make his own arrangements for establishing office, utilities, hardware and internet service. The Consultant shall also make his own arrangements for travel, transport, accommodation, etc of the field staff. The following minimum arrangements would be ensured by the Consultant:
- (i) A main office shall have a minimum carpet area at the rate of 10 sqm. per working person including supporting staff.
  - (ii) Each of the SQM and LSQM should have facility of mobile phone and the main office should have a land line phone with facsimile. All contact number of LSQM and SQMs would be provided to the Employer.
  - (iii) Minimum one computer of appropriate configuration should be available in the main office each for.
  - (iv) The office should have at least one photocopier and one computer printer of appropriate configuration with each computer depending upon work load.
  - (v) Each of the SQM and LSQM should have appropriate four wheeler inspection vehicle for performing their functions efficiently.
  - (b) The Agency, shall organize a two-day orientation programme for the Quality Monitors engaged by the Consultant and the Consultant shall ensure the presence of all Quality Monitors in the orientation programme without any extra remuneration.
  - (c) The Agency shall make efforts to assist in providing accommodation facilities in Government Guest House, IB, Circuit House for the Consultants and assistants, when required.
  - (d) Uploading of the reports will be done from the head office of LSQM and two copies of the report would be sent within one month of site visit to SQC, SRRDA, Meghalaya. One copy would be sent by SQC to the concerned PIUs.
  - (e) Tour Programme of the SQMs would be sent in advance to the SQC for onward submission to the PIUs.
  - (f) District/Division wise list of roads under PMGSY would be furnished to Consultants.
  - (g) The rate of inspection of the roads would be same as verification of ATRs.

- (h) One road upto 3 Km will constitute one report. Reports will be in multiples of 3 km in case of longer roads.
- (i) On submission of bills, payments would be made in a month's time.

### 1.9 REPORTING AND SCRUTINY:

Based on prescribed method of observation mentioned in Scope of Work, an appropriate reporting format would be developed by the Agency in consultation with the Consultant and shall be prescribed. The Agency shall also be free to change reporting format or methods of observations and reporting based on the requirements of the quality monitoring from time-to-time. Based on prescribed method of scrutiny of Action Taken Report (ATR) on the inspection report and observations of the SQM, an appropriate scrutiny format would be developed by the Agency in consultation with the consultant and shall be prescribed. The following reports shall be submitted:

- (a) **Inception Report:** Within 3 weeks upon issue of letter to proceed with the work, the Consultant shall submit inception report. The report will be based on requirement of services, detailed work programme as per Clause 1.5.2 of the TOR and other related activities.
- (b) **Inspection Report by SQM:** Immediately upon completion of inspection of work (including reasonable time required for testing of material, as determined by the Agency) but before leaving the head quarter/area of the PIU, the SQM/team of SQMs shall prepare Inspection Report in the prescribed format and submit a copy to the head of Programme Implementation Unit (PIU). A copy of the Inspection Report shall also be submitted to LSQM and State Quality Coordinator (SQC) within 3 working days upon completion of inspection.
- (c) **Scrutiny of Inspection Report of SQM and communication of observation by LSQM:** The LSQM shall check and scrutinize the inspection report of the SQM and in case the LSQM prefers to make additional observations, these would be sent to the head of PIU with a copy to the Agency within 10 working days upon completion of inspection by the SQM.
- (d) **Monthly Report:** Within 7 days upon completion of a calendar month, the LSQM shall prepare and submit to the Agency, an abstract report of inspections carried out by the SQMs, in the format prescribed by the Agency. The format for monthly abstract report of inspections shall be prepared by the Consultant and approved by the Agency, with modifications, if any.
- (e) **Reporting Observations on ATR by LSQM:** The LSQM shall communicate the observations on ATRs to PIU and SQM, within 10 working days upon receipt of ATR from the PIU.
- (f) **Project Completion Report:** This report shall be submitted by the Consultant upon completion of services and would include full report of activities carried out along with comments of the SQC. A copy of this report shall be submitted to NRRDA also.

**STANDARD  
FORM  
OF  
CONTRACT**

## AGREEMENT

This AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year) between the Chief Engineer(Standard) cum Empowered Officer, SRRDA, Public Works Department, Shillong, Meghalaya (hereinafter referred to as the "Agency") which expression shall where the context so admits, includes his successors in office and assigns on the one part,

And

M/s...../ (In case of JVC - name of the JVC) having its office ..... represented by .....(hereinafter called the "Consultants") which expression shall where the context so admits, includes his successors in office and assigns on the other part.

### WHEREAS

- (a) The Agency has received funds from Govt. of India under PradhanMantri Gram SadakYojana (hereinafter called PMGSY) for construction of Public roads in the State of Meghalaya. The works and services shall be subject to the guidelines of the Scheme.
- (b) The Agency is carrying out Road Construction Project as defined (hereinafter called the "Project") in accordance with the PMGSY Guidelines.
- (c) The Agency has requested the Consultants to provide certain services as State Quality Monitors required for the project as defined in the Conditions of agreement attached to this agreement (hereinafter called the "Services");
- (d) The Consultants, having represented to the Agency that they have the required professional skills, personnel and technical resources, have agreed to provide the State Quality Monitoring Services on the terms and conditions set forth in the Agreement;

**NOW THEREFORE** the parties hereto hereby agree as follows: -

The following documents attached hereto shall be deemed to form an integral part of this agreement:

- Section 1- Standard Form of Agreement and General Conditions of Agreement,
- Section 2 - Letter of Invitation.
- Section 3 - Financial Proposal.
- Section 4 - Terms of Reference.
- Section 5- Special Conditions of Contract

All related correspondence exchanged between the Agency and the Consultant.

The mutual rights and obligations of the Agency and the Consultants are set forth in the Agreement; in particular:

- (a) The Consultant shall carry out the services in accordance with the provisions of the Agreement; and

The Agency shall make payments to the Consultant in accordance with the provisions of the Agreement.

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and the year first before written.**

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

[SRRDA, Public Works Department]

[Consultant]

By .....

By .....

[Authorised Representative]

[Authorised Representative]

Witness

- 1.
- 2.

# GENERAL CONDITIONS OF AGREEMENT (GC)

## 1. GENERAL PROVISIONS

### 1.1 Definitions:

Unless the context otherwise requires, the following term whenever used in this Agreement have following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the India and the State of Meghalaya as they may be issued and in force from time to time;
- (b) "Agency" means the State Rural Roads Development Agency, Meghalaya, Shillong, Meghalaya. The Agency shall be the Employer who may delegate any or all functions to a person or body nominated by him for specified functions.
- (c) "Agreement" means the Agreement signed by the Parties, together with all documents/Appendices attached hereto and includes all modifications made in term of the Provisions of Clause 2.6 hereof;
- (d) "Authorized Representatives" is the person named in Clause 1.8 of GC to execute the agreement and administer the Agreement.
- (e) "Bank" means any Scheduled or Institutional bank so designated by the Agency for their banking transactions relating to this agreement.
- (f) "Consultant" means any Private or Public entity including a Joint Venture that will provide services to the Agency under the Agreement;
- (g) "Chief Executive Officer" means an Officer designated as Chief Executive Officer of the Agency;
- (h) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- (i) "Personnel" means persons engaged by the Consultants as employees or short term monitors for duration of the project or persons on Consultant's retainerhip.
- (j) "PIU" means head of Programme Implementation Unit designated by the Agency;
- (k) "Key personnel" means the personnel referred to in Clause 4.2 hereof;
- (l) "Party" means the Agency or the Consultants, as the case may be, and Parties means both of them;
- (m) "Project" means State Quality Monitoring Project packages under PradhanMantri Gram SadakYojana (PMGSY)

- (n) "Services" means the work to be performed by the Consultants pursuant to this Agreement for the purposes of the project as per the Term of Reference (TOR) Section 3 hereof;
- (o) "Starting Date" means the date referred to in Clause 2.3 hereof;
- (p) "State Quality Coordinator (SQC)" means the officer designated by the Agency.
- (q) "Sub-Consultant" means any entity to which the Consultant sub-contracts any part of the services in accordance with the provisions of Clause 3.8 (b) hereof, and;
- (r) "Third Party" means any person or entity other than the Government, the Agency, or the Consultants.

## **1.2 Relation Between the Parties:**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Agency and the Consultants. The Consultants, subject to this Agreement, have complete charge of Personnel, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.3. Law Governing the Agreement:**

This Agreement, its meaning and interpretation, and the Applicable Law shall govern the relations between the Parties.

## **1.4. Language & Headings:**

This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this agreement. The Headings shall not limit, alter or affect the meaning of this Agreement.

## **1.5 Notices:**

**1.5.1** Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, speed post, telegram, facsimile or email to such Party at the addresses specified hereunder.



**Agency:**

**Consultants:** .....

*SRRDA, Public Works Department  
Meghalaya*

Phone No.: .....

Phone No.: .....

E-mail: .....

E-mail: .....

Fax No.: .....

Fax No.: .....

**1.5.2** The notice sent by facsimile or other electronic means shall be effective on confirmation of transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of normal delivery period as undertaken by the postal service.

**1.5.3** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.6 Location:**

The services shall be performed at such locations as are specified in TOR, viz, PMGSY roads throughout the entire state of Meghalaya.

**1.7 In case of Joint Venture:**

In case the Consultant consists of a joint Venture of more than one entity, the payment and other terms would be as per the Joint Venture Agreement signed and submitted by the partners which will be a part of this Agreement.

**1.8 Authorized Representatives:**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by the Agency or the Consultants may be taken or executed by the officials specified in this Agreement.

**1.9 Taxes and Duties:**

The Consultants and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during life of this agreement and the Agency shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

**1.10 Ethics:** It is required to observe the highest standard of ethics during all the processes involved in this Agreement. The Agency,

- (i) defines, for the purpose of this Agreement, the term set forth below as follows:
  - (a) "Corrupt Practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in agreement execution;
  - (b) "Fraudulent Practices" means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
  - (c) "Collusive Practices" means a scheme or arrangement between two or more Consultants, with or without the knowledge of the borrower, designed to influence the action of any party in a consultant selection process or the execution of an Agreement;
  - (d) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a Consultant selection process, or affect the execution of an Agreement.
- (ii) will reject
  - (a) a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
  - (b) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in any future bidding, if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract or an Agreement and;
  - (c) The Consultant will disclose any fees, gratuities, rebates, gifts, commissions or other payments that may have been paid or are to be paid to agents and/or representatives, with respect to the selection process or execution of the Agreement. The information disclosed must include the name and address of the agent and/or representative, the amount and currency, and the purpose of the fee, gratuity, rebate, gift, commission or other payment.

**1.11 High Standard of Conduct:**

The Agency requires that the Consultant and its Personnel maintain a high standard of conduct when carrying out their functions under this

Agreement. Accordingly, the Consultant and its Personnel are expected to recognize the contribution of others, regardless of their nationality, gender, religion, seniority or contractual status. All the Key Personnel working for the Consultant shall be required to accept and sign Code of Conduct and Undertaking as to their availability for the entire duration of the Contract services. The Agency will take prompt action to address incidents involving conduct that does not live up to these standards, which may result in replacement of any individual expert, consultant or contractual staff involved in such incidents pursuant to Clause GC 4.5 (b).

**1.12** The conditions shown in Expression of Interest (EOI), Term of Reference, Technical and Financial Offers shall form the part of this Agreement.

## **2. COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT**

### **2.1 Effectiveness of Agreement:**

This agreement shall come into force and become effective on the date (the "Effective Date") of the Agency's notice to the Consultants instructing them to begin carrying out of the services. The notice shall confirm that the effectiveness conditions, if any, listed in Special Conditions (SC) of this agreement, if any, have been met.

### **2.2 Termination of Agreement for Failure to Become Effective:**

If this Agreement has not become effective within such time period after the Agreement signed by the Parties as shall be specified in the SC of this agreement, either party may, by not less than 15 days written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by either party, neither Party shall have any claim against the other party with respect hereto.

### **2.3 Commencement of Services:**

The Consultants shall begin carrying out the Services at the end of such period after the effective date as specified in the SC of this agreement.

### **2.4 Expiration of Agreement:**

Unless terminated earlier pursuant to GC Clause 2.9 hereof, the Agreement shall expire when services have been completed and all payments have been made at the end of such time period after the 'Effective date' as shall be specified in the SC or this agreement.

## **2.5 Liability of Parties:**

This agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## **2.6 Modification:**

Modifications of the terms and conditions of this agreement, including any modification of the scope of the services, may only be made by written agreement between the parties. Pursuant to Clause 7.2 of this Agreement hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7 Force Majeure:**

### **2.7.1 Definition:**

- (a) For the purposes of this agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action which are not within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agent or employees;
- (c) Force Majeure shall not include any event, which a diligent Party could reasonably have been expected to:
  - (i) Take into account at the time of the conclusion of this Agreement and/or;
  - (ii) Avoid or overcome in the carrying out of its obligations hereunder.
- (d) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**2.7.2 No Breach of Agreement:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this agreement.

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**2.7.3 Consultation:** Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

**2.7.4 Extension of Time:** Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

**2.7.5 Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of services and in reactivating the Services after the end of such period.

## **2.8 Suspension:**

The Agency, by written notice of suspension to the Consultants, may suspend all payments to the Consultants hereunder, if the Consultants fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultants to remedy such failure within a period not

exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

The Agency, for any reasons beyond his reasonable control, may ask the Consultant to suspend whole or part of the work/services for such time till the reasons are removed or settled. The extra time period of such duration shall be granted as time extension on the original terms and conditions.

## **2.9 Termination:**

**2.9.1 By the Agency:** The Agency, may by not less than fifteen (15) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause, terminate this Agreement:

- a) If the Consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 of this agreement hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Agency may have subsequently approved in writing;
- b) If the Consultants (or if the Consultants consists of more than one entity, (of any of their members) become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 of this Agreement hereof;
- d) If the Consultants submit to the Agency a statement which has a material effect on the rights, obligations or interests of the Agency and which the Consultants know to be false;
- e) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- f) If the Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;
- g) If the Consultant, in the judgment of the Agency, was engaged in any activity falling under Conflict of Interests category as defined in Clause 3.2, hereof.

**2.9.2 By the Consultants:** The Consultants may, by not less than thirty (30) days written notice to the Agency such notice to be given after the occurrence of any

of the events specified in paragraphs (a) to (d) of this Clause, terminate this Agreement:

- (a) If the Agency fails to pay any money due to Consultants pursuant to this agreement and not subject to dispute pursuant to Clause 10 of this agreement hereof within forty five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Agency is in material breach of its obligations pursuant to this agreement and has not remedied the same within forty five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Agency of the Consultant's notice specifying such breach;
- (c) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days; or
- (d) If the Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 of this agreement hereof.

**2.9.3 Cessation of Rights and Obligations:** Upon termination of this Agreement pursuant to GC Clauses 2.2 or 2.9.1 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 of this Agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration;
- (b) The obligation of confidentiality set forth in Clause 3.3 of this Agreement hereof;
- (c) The Consultant's obligation to permit inspection, copying and auditing of their accounts and record set forth in Clause 3.7 of this Agreement hereof;
- (d) The Consultant's obligations regarding default in performance of the services in accordance of the provisions of the agreement and for any loss suffered by the Agency, whereof, as a result of such default; and
- (e) Any right, which a party may have under the Applicable Law.

**2.9.4 Cessation of Services:** Upon termination of this Agreement by notice of either to the other pursuant to Clauses 2.9.1 or 2.9.2 of this Agreement hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner

and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Agency, the Consultants shall proceed as provided, respectively, by Clauses 3.10 or 3.11 of this Agreement hereof.

**2.9.5 Payment upon Termination:** Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 of this Agreement hereof, the Agency shall make the payment pursuant to Clause 6 of this Agreement hereof for services satisfactorily performed prior to the effective date of termination, subject to other conditions of this Agreement, to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Agency):

**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) to (c) Clause 2.9.1 of this Agreement or in Clause 2.9.2 of this agreement hereof has occurred, such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter for settlement of disputes pursuant to Clause 10 of this Agreement hereof.

### **3. OBLIGATIONS OF THE CONSULTANTS**

#### **3.1 General:**

**3.1.1 Standard of Performance:** The Consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The consultants shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Agency, and shall at all times support and safeguard the Agency's legitimate interests in any dealings with Sub-consultants or third Parties.

**3.1.2 Law Governing Services:** The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as any personnel of the Consultant and/or Sub-Consultants and agents, comply with the Applicable Law time being in force.

#### **3.2 Conflict of Interests:**

**3.2.1 Consultants not to benefit from Commissions, discounts etc.:** The remuneration of the Consultants pursuant to Clause 6 of this Agreement hereof



shall constitute the Consultant's sole remuneration in connection with this Agreement or the services and subject to Clause 3.2.2 of this Agreement hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any of the Personnel and agents, or either of them, similarly shall not receive any such additional remuneration.

**3.2.2 Procurement Rules of Funding Agencies:** If the Consultants, as part of the Services, have the responsibility of advising the Agency on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines applicable in the State and/or for the Project and shall at all times perform such responsibility in the best interest of the Agency. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Agency.

**3.2.3 Consultants and Affiliates not to engage in Certain Activities:** The Consultants agree that, during the term of this Agreement and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or serviced (other than the services and any continuation thereof) for any Project resulting to the Services.

**3.2.4 Prohibition of Conflicting Activities:** The Consultants shall not engage and shall cause their personnel as well as Sub-Consultants and their Personnel not to engage, either directly or indirectly in any business or professional activities in the State of Meghalaya which would conflict, with the activities assigned to them under this Agreement.

### **3.3 Confidentiality:**

The Consultants, their Sub-Consultants and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, the services, this Agreement or the Agency's business or operations without the prior written consent of the Agency.

### **3.4 Limitations of the consultant's liability towards Agency:**

- (a)** Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out of the services, the Consultants, with respect to the damage caused by the Consultants to the Agency's property, shall not be liable to Agency:
  - (i)** For any indirect or consequential loss or damage, and
  - (ii)** For any direct loss or damage that exceeds: (A) the total payments for services made and expected to be made to the Consultant hereunder; or (B) the proceeds Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.
- (b)** The limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultants or person or firm acting on behalf of the Consultant in carrying out the services.

### **3.6 Insurance to be taken out by the Consultants:**

The Consultants shall:

- (i)** take out and maintain, own cost but on terms and conditions approved by the Agency, insurance against the risks, and for the coverage's, as specified below; and
- (ii)** at the Agency's request, provide evidence to the Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
  - (a)** Third party motor vehicle liability insurance as required under Motor Vehicles Act 1988 in respect of motor vehicles operated in India by the Consultants or their personnel for the period of the Consultancy; and
  - (b)** Employer's liability and worker's compensation insurance in respect of the personnel of the Consultant, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

### **3.7 Accounting, Inspection and Auditing:**

The Consultants shall:

- (i) keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; and
- (ii) Permit the Agency or its designated representative periodically, and up-to one year from the expiration or termination of this agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Agency.

### **3.8 Consultant's Actions requiring Agency's prior Approval:**

The Consultants shall obtain the Agency's prior approval in writing before taking any of the following action:

- (a) Appointing such members of the Personnel as are listed in merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood
  - (i) That the selection of sub-consultant and the terms of conditions of the sub-contract shall have been approved in writing by the Agency prior to the execution of the subcontract, and
  - (ii) That the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its personnel pursuant to this Agreement;
- (c) Any other action as may be specified in SC.

### **3.9 Reporting Obligations:**

The Consultants shall submit to the Agency the reports and documents specified in TOR (Section 3) hereto, in the form, in the numbers and within the time period set forth in the said Para and also furnish specific data/information called for by the Agency as and when required.

### **3.10 Documents Prepared by the Consultants to be the Property of the Agency:**

All plans, drawings, specifications, designs, reports other documents and software prepared by the Consultants for the Agency under this Agreement shall

become and remain the property of the Agency. The Consultants shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to the Agency, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

**3.11 Equipment and Materials furnished by the Agency:** Equipment and materials made available to the Consultants by the Agency or purchased by the Consultants with funds provided by the Agency shall be the property of the Agency and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultants shall make available to the Agency an inventory of such equipments and material and shall dispose of such equipments and materials in accordance with the Agency's instruction. Equipments and materials, the Consultants, unless otherwise instructed by the Agency in writing, shall insure them at the expense of the Agency in an amount equal to their replacement value.

#### **4. CONSULTANT'S PERSONNEL**

##### **4.1 General:**

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

##### **4.2 Description of Personnel:**

- (a) The titles, agreed job descriptions, minimum qualifications and approximate period of engagement in carrying out of the Services of each of the Consultant's Key Personnel are described in Section 3, TOR.
- (b) If additional work is required beyond the scope of the Services specified in TOR, the estimated periods of engagement of Key Personnel set forth in TOR, may be increased by agreement in writing between the Agency and the Consultants.

##### **4.3 Approval of Personnel:**

The Key Personnel listed by title as by name are hereby approved by the Agency. In respect of other personnel, which the Consultants propose to use in the carrying out of the Service, the Consultants shall submit to the Agency for

review and approval of a copy of their biographical data. If the Agency does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and such certificate, such Key Personnel shall be deemed to have been approved by the Agency.

#### **4.4 Working Hours, Overtime, Leave etc:**

- (a) Working hours and holidays for key personnel are set forth in as per State Government calendar.
- (b) The personnel shall not be entitled to be paid extra for overtime or paid sick leave or vacation leave etc. The Consultant's payment shall be deemed to cover these items. Any grant of leave by personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

#### **4.5 Removals and / or Replacement of Personnel:**

- (a) Except as the Agency may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the replacement of the personnel would be permitted to the extent of maximum 25% at every level for full project period. Subject to condition that the Consultants, shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Agency, such replaced person shall be inducted only after approval by the Agency;
- (b) If the Agency (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultants shall, at the Agency's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Agency.

#### **4.6 Leader State Quality Monitor:**

When Services are carried out in the State of Meghalaya, the Consultant shall, at all times, ensure that there is a LSQM acceptable to the Agency to

supervise and coordinate the operations of the Personnel in the field and to be responsible for liaison between the Consultant and the Agency.

## **5. OBLIGATIONS OF THE AGENCY**

### **5.1 Assistance and Exemptions:**

The Agency will assist to consultant in grant of following from Government:

- (a) Provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-Consultants and Personnel to perform the Services;
- (b) Assist the Consultants, and the Personnel employed by them for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) Grant to the Consultants, and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into State of Meghalaya reasonable amount of currency for the purposes of the Services or use of the personnel and their dependants and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

### **5.2 Access to Land:**

The Agency warrants that the Consultants shall have free of charge unimpeded access to all land in the State of Meghalaya in respect of which access is required for the performance of the Services.

### **5.3 Making available, Field/District Laboratory for Testing to SQM:**

The tests for material and workmanship shall be carried out by the SQM in the field laboratory established by the contractor/district laboratory of the PIU. The Agency shall ensure that the PIU provides the SQM full support for taking samples and actual conduct of tests in the field laboratory of the contractor/district laboratory of the PIU.

### **5.4 Arrangement for Testing:**

The State Quality Monitor shall carry ordinary instruments, such as, measuring tapes and measuring scales etc required for inspection and general

measurements of road works during the inspection. However, the tests for material and workmanship shall be carried out in the field laboratory established by the contractor. It would be possible to conduct all the tests prescribed in the TOR in the field laboratory of the contractor, however, it may not be possible to generally carry out some specific tests in the laboratory of the contractor, in such cases the testing would be performed in the district/regional/State level laboratories of the employer organization, laboratories of engineering institutes or institutes of technology as approved by the employer. The testing can also be carried out in the private laboratories provide they are accredited by the employer.

The Consultant shall be responsible for ensuring that the SQM is provided full support for taking samples and appropriate testing in presence of the SQM. All the tests, whether performed in the field laboratory of the contractor or otherwise, shall be performed in presence of and under full supervision of the SQM and the SQM shall be fully responsible for correctness of the test results.

#### **5.5 Payment:**

In consideration of the Services performed by the Consultants under this Agreement, the Agency shall make to the Consultants such payments and in such manner as is provided by GC Clause 6 of this agreement.

### **6. PAYMENTS TO THE CONSULTANTS**

#### **6.1 Advances:**

The Agency shall make payment of mobilization advance to the Consultant in amounts equal to 10% of the accepted Total Consultancy cost. Mobilization Advance will be made on furnishing of an unconditional Bank Guarantee of equivalent amount from a Scheduled Commercial Bank valid for a period of one year plus 6(six) months to cover for any exigencies.

**6.2 Monthly Payment:** The payment to the Consultant in consideration of the services rendered by him shall be made on the monthly basis.

#### **6.3 Currency of Payment:**

All payments under this agreement shall be made in Rupees.

**6.4 Payment to the Consultants:**

The Agency shall pay to the Consultants on the basis of time actually spent by the Consultants Personnel in the performance of the services at the specified billing rates approved by the Agency every month.

**6.5 Mode of Billing and Payment:**

The billing and payment in respect of services shall be made as follows:

- (a) The Agency shall cause to be paid to the Consultants an Advance Payment as specified in the SC and as otherwise set forth below.
- (b) As soon as practicable and not later than the Fifteen (15) days after the end of each calendar month, during the period of services, the Consultant shall submit to Agency in duplicate itemized statements accompanied by the copies of the receipted invoices, vouchers and other appropriate supporting materials of the amounts payable pursuant to GC Clauses 6.3 and 6.4 for such month;
- (c) The Agency shall cause the payment of the Consultants periodically as given above within fifteen (15) days after the receipt by the Agency of bills with supporting documents. Only such portion of a monthly statement/bill that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and cost authorized to be incurred by the consultants; the Agency may add or subtract the difference from any subsequent payments.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the consultants and approved as satisfactory by the Agency. The services shall be deemed completed and finally accepted by the Agency and the final report and final statement shall be deemed approved by the Agency as satisfactory, ninety (90) calendar days after receipt of the final report and final statement by the Agency unless the Agency, within such ninety (90) days period, gives written notice to the consultants specifying in detail deficiencies in the services, the final report or final statement. The consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Agency has paid or caused to do paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this agreement shall be reimbursed by



the Consultants to the Agency within thirty (30) days after receipt by the consultants of notice. Any such claim by the Agency for payment must be made within six (6) calendar months after receipt by the Agency of a final report and a final statement approved by the Agency in accordance with the above.

- (e) All payments under this Agreement shall be made to the accounts of the Consultants specified in the SC.

#### **6.6 Recovery:**

The Advance Payment shall be recovered by deducting proportionate amounts from the payments due to the Consultant. Any sum falling due or any loss caused due to this Agreement shall be recoverable by the Agency from the Consultant as if it were arrears of land revenue.

#### **6.7 Payment to the Government Agencies:**

If required to make any payment to any Governmental Agency in connection with implementation of the Services the Consultant shall make such payments only by means of cheque, or through official bank remittance addressed to the account of the relevant Agency. Where payments to such Agency account cannot be made, payments to any employee of such Agency, (whether for a permanent, part-time or contractual staff), shall only be made with prior written endorsement of the Agency and only by cheque or through official bank remittance addressed to the relevant account of the employee. In the event that a non-cash payment cannot be effected in a timely manner, cash payment upto Rs.20000/-, or such amount as may be allowed under the relevant laws applicable to the Government Agency or employee as the case may be, whichever is less, may be made by the Consultant to the Government Agency or employee against receipt for such payment, provided that such payment is reported to the Agency within three working days after such payment is made and a written explanation of the circumstances that necessitated such payment is submitted by the Consultant to the Agency.

### **7. FAIRNESS AND GOOD FAITH**

**7.1. Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

## **7.2. Operation of the Agreement:**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the agreement, and the Parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either Party believes that this agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GC Clause 10 thereof.

## **8. ACTION WHEN THE KEY PERSONNEL NOT PROVIDED**

As per TOR (Section 3) the Consultant is required to provide the Key Personnel with qualification and experience as laid down in TOR. The team given in Technical Proposal will have to be employed on the work. However, the changes of team members will be allowed only in exceptional circumstances on approval of the Agency.

If the services of required staff are not made available at proper time and in specified number, the proportionate payment shall be deducted from the bills of the Consultant as specified in TOR (Section 3). In addition, the Consultant shall be liable for action under other clauses of the contract that may ultimately result in the termination and or black listing of the contract.

## **9. COMPENSATION FOR FAILURE TO RENDER SATISFACTORY SERVICE BY THE CONSULTANT:**

**9.1.** The assessment of inspections carried out by the Consultant shall be carried out by the employer in each quarter or at shorter durations as agreed between the Consultant and the employer. If the Consultant fails to render satisfactory services in respect of ensuring inspection of works in each quarter at stages prescribed in the TOR depending upon the construction stage of work at the commencement and up to completion of the service or as per agreed work programme; or in respect of providing timely reports or in respect of scrutiny of inspection reports or ATRs, the Consultant agrees to pay compensation in the following manner:

- (a) If number of inspections carried out in a quarter are less than 90% of desired inspections as per the work programme, the Agency shall deduct

amount equal to double the billing rate for each inspection of work by one single State Quality Monitor for number of inspections not carried out in excess of 90% of inspections agreed between the Employer and the Consultant as per agreed work programme.

- (b) However, in case the Consultant is able to carry out desired number of inspection in the subsequent quarter covering short-fall of the previous quarter, the amount withhold will be restored to the Consultant by adjustment in the next payment.
- (c) If the Consultant fails to scrutinize (to be determined by the employer) the inspection reports, or the Action Taken Report to the satisfaction of the Employer as per provisions contained in this regard in TOR Section 5, the Consultant shall pay compensation equal to double the billing rate for inspection of that work for which, the satisfactory scrutiny has not been carried out by the Consultant.
- (d) The total amount of such compensation for the complete duration of the services shall not be more than 10% of the total billing for the services rendered by the Consultant. The employer may deduct the amount of compensation from any payments due to Consultant. The payment of penalty shall not affect the Consultant's other liabilities.

9.2. The Agency may conduct independent checking of works. If such checks disclose that quality monitoring carried out by the consultant do not meet the specified standards, in such event, the Consultant agree that the Agency will not pay the consultants charges for the defective inspections. In addition, the Consultant agree that the Consultant shall be liable to pay compensation equal to 100% of such amount.

9.3. If the service of the specified personnel are not made available at proper time or a team member provided by Consultants is not acceptable to the Agency, the Consultant shall immediately replace the team member and the Consultant and the Agency agree that the Consultant is liable to pay compensation equal to the Consultant's rate of 10 inspection of each work by one SQM. If the Consultant fails to quickly deploy/replace a team member as instructed by the Agency, the Employer may make temporary arrangement. The Agency will pay the temporary deployment/replacement with commensurate reduction in the scope of Consultant contract. In such event, the Consultant and the Agency agree

that the Consultant shall be liable to pay compensation equal to 50% of the cost to the Agency of the temporary deployment/replacement until the Consultant provides a suitable replacement/team member. This will however be a temporary arrangement. If Consultant fails to deploy the requisite personnel or replace any member as instructed, the Consultant shall be liable for termination of the agreement and or black listing. In exceptional circumstances in case suitably qualified/ experienced replacement team member can not be made available by the Consultant, for reasons which are accepted by Agency, the following relaxation may be considered with reduced remuneration by the Agency at its sole discretion. The reduction in qualification level shall be allowed only for one stage.

## **10. SETTLEMENT OF DISPUTES**

### **10.1. Amicable Settlement:**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

### **10.2 Dispute Redressal System**

**10.2.1** If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract, whether before its commencement or during the services or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority within 45 days of arising the dispute or difference, described along with their powers in the SC. The competent authority shall, within a period of forty-five days after being requested in writing by the Consultant to do so, convey his decision to the Consultant. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Consultant. In case the services are already in progress, the Consultant shall proceed with performance of services, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

**10.2.2** Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee within 90 days of decision of the competent authority.

**10.2.3** The composition of the Empowered Standing Committee will be:

- (a) One official member, Chairman of the Standing Empowered Committee, not below the rank of Additional Secretary to the State Government;
- (b) One official member not below the rank of Chief Engineer; and
- (c) One non-official member who will be technical expert of Chief Engineer's level selected by the Consultant from a panel of three persons given to him by the Employer.

**10.2.4** The Consultant and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Consultant and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the Consultant can approach the appropriate court for the resolution of the dispute.

**10.2.5** The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Consultant can accept and receive payment after signing as "in full and final settlement of all claims". If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Employer does not accept the decision of the Standing Empowered Committee above the limit of five percent of the Initial Contract Price, he will be free to approach the courts applicable under the law.

### **10.3 Arbitration:**

In view of the provision of the Clause 10.2 on Dispute Redressal System, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties.

## **11. JURISDICTION:**

The contract has been entered into the State of Meghalaya, and its validity, construction, interpretation and legal effect shall be to the exclusive jurisdiction of the courts at the place where this Agreement is entered into. No other jurisdiction shall be applicable.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be signed in their respective names of the day and year first above written.

FOR AND ON BEHALF OF THE AGENCY

BY .....  
.....

Authorized Representative

Witness:

FOR AND ON BEHALF OF THE CONSULTANTS

BY .....  
.....

Authorized Representative

Witness:

## **SPECIAL CONDITIONS OF CONTRACT (SC)**

<b>Number of Clause</b>	<b>Number of Amendments of, and Supplements to Clauses in the GC General Condition of Agreement</b>
-------------------------	---

- 2.1 The Agreement shall come into force and effect 7(seven) days after date order to commence services is issued by Agency.
- 2.2 The time period shall be 15 days unless any other time period parties may agree in writing.
- 2.3 The time period shall be 7(seven) days unless any other time period parties may agree in writing.
- 2.4 The time period shall be 12 (twelve) months unless any other time period parties may agree in writing.
- 3.8 (c) The other actions are: NIL
- 3.8 Taking any action in the state of Meghalaya under a/any
- a). Civil works Agreement designating the Consultants as "Engineer" for which action, pursuant to such civil works agreement, the written approval of the Employer (Agency) as "Client" is required.
  - b). Quality Monitoring Agreement, designating the Consultant as "Quality Monitor" or thereto, pursuant to such Agreement, the written approval of the Employer (Agency) as "Client" is required.
- 3.10 The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Agency.
- 4.6 The person designated as Lead State Quality Monitor in Terms of Reference shall serve in that capacity as specified in Clause GC 4.6.
- 6. Escalation in Consultancy Fee:**
- There will be no Escalation in Consultancy Fee for the entire duration of the contract period.
- 6.4 i). Payment will be governed by the Rate quoted by the Consultant and Accepted by the Agency.
- ii). Payment of Service Tax will be made as per the prevailing rules and rates, modified from time to time.
- 6.5 a) The following provisions shall apply to the advance payment and the advance payment guarantee:
- i) An Advance Payment as per payment schedule of total payable amount shall be made within 30 days after receipt of Advance Payment guarantee.
  - ii) The Bank Guarantee shall be for the period of Agreement, plus 6(six) months (that is, 18 months) for the amount to be paid as Advance Payment.
- 6.5 e). Payments will be made by Account Payee cheque to the Consultant.
11. The jurisdiction shall be Shillong, Meghalaya.

### 3.3 TECHNICAL AGENCIES AS SQMS –

#### STATE QUALITY MONITORS FROM QUALIFIED TECHNICAL AGENCIES FOR SECOND TIER OF QUALITY MONITORING.

As technical agencies for second tier quality monitoring will be procured through competitive bidding, the minimum qualification and experience requirements to be specified in the request for proposals (RFP) should be as given in this paragraph. This should be scrupulously verified at the time of technical evaluation of bids. Though, once the technical agency is procured, the same set of personnel shall only be allowed to work as SQMs, whose names were indicated in the bid before technical evaluation. However, in case of replacement, a person with same set of minimum qualification and experience can be allowed to work as SQM, with prior approval of CEO of SRRDA.

**Criteria No. 1** - The candidate should be a Graduate in Civil Engineering from recognized University.

#### **Criteria No. 2 –**

(i) – For inspection of Road Projects - The candidate should possess minimum 15 years' experience. He should have experience of working in the field of planning and designing/construction/supervision/ maintenance of roads for at least 10 years in last 15 years.

(ii) – For inspection of Bridge Projects- The candidate should possess, experience of working in the bridge sector (any field out of planning / design / execution) for at least 10 years, out of which at least 5 years should be in execution of bridge projects. The candidates would be required to furnish the list of bridge works in which they were associated at the planning / design/ execution/ supervision level.

**Criteria No. 3** - The candidate should be willing to work as State Quality Monitor with high ethical standards and sign the code of conduct.

**Criteria No. 4** - The reporting is to be done through web & mobile based application. The candidate, therefore, should have working knowledge of computers and smart phones or be willing to learn the same.

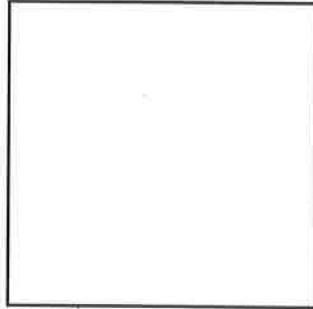


#### **4.3 STATE QUALITY MONITORS FROM QUALIFIED TECHNICAL AGENCIES FOR SECOND TIER OF QUALITY MONITORING.**

As the services of technical agency for second tier quality monitoring will be procured through bidding, the qualification and experience requirements should be scrupulously verified at the time of technical evaluation of bids. Though, once the technical agency is procured, the same set of personnel shall only be allowed to work as SQMs, whose names were indicated in the bid before technical evaluation. As such, selection of such personnel may not be required through internal selection committee as indicated in para. (4.1) and (4.2) above. However, in case of replacement, a person with minimum qualification and experience as prescribed in para (3.3) can be allowed to work as SQM, with prior approval of CEO of SRRDA.

**Annexure – II**

**..... (Name of State) SRRDA's Advertisement No.:**  
**Application format for Empanelment as State Quality Monitor**



(Passport size coloured photograph of candidate to be pasted in the box)

1. **Name:** .....  
(As per service records):
2. **Date of Birth:** ...../...../.....  
(Date/ Month/ Year)  
(in words) .....
3. (i) **Date of Retirement from Govt. Service:** ...../...../.....  
Date/ Month/ Year  
(in case of retired officer)  
(ii) **Date of Regular Appointment in Academic/ Research Institute:**  
Date/ Month/ Year ...../...../.....  
(in case of working officials)
4. **Communication Address:**
5. **Contact Information:**  
(a) Residence base phone:  
(b) Mobile No(s). :  
(c) e-mail ID (in CAPITAL LETTERS) :
6. **Educational & Professional Qualifications:**

Sl. No.	* Degree	Year of Passing	Subject / Discipline / Specialization	University	Remarks
1.	Bachelors Degree				
2.	Masters Degree				
3.	Doctoral Degree				
4.	Other Degree				
5.					
6.					

\* enclose copy of Certificates

7. (i) PAN\*\* number- .....

\*\* enclose copy of documents

8. **Employment record of last 10 years of Government service:**

Sl. No.	Organisation/ Department	Post Held / Level ***	Duration		Details of work experience
			From	To	

\*\*\* EE/SE / Addl. CE/ CE/ E-in-C/Secretary/ Professor/ Associate Professor

9. **Employment record post retirement:**

Sl. No.	Organisation	Position held	Duration		Details of work experience
			From	To	

10. **Field of Specialization / Special Interest (if any):**

11. **Post from which retired:**

12. **Other Details (Membership of professional bodies, authorship of technical papers, consultancies, etc.):**  
(May attach extra sheet, if required)

13. **Application made for Inspection of:** *(Check any ONE BOX)*

Road Projects:

Bridge Projects:

Road & Bridge Projects:

Please attach the list of bridge works associated with:

*(if applying for inspection of bridge projects or bridge and road projects)*

14. **Whether any departmental enquiries / corruption cases initiated against the candidate, during service period:** (Yes/No)

If yes, - results of the same:

15. **Whether the recommendation of the concerned State Govt. /Govt. of India organization enclosed:** *(as per Selection Criteria No. 6):* (Yes/No)  
*(if no, whether it will be provided by last date ?)*

**Willingness to work as SQM:**

(a) The undersigned is maintaining good health and is willing to take up field inspection assignments and other office works as National Quality Monitor under PMGSY.

(b) I understand that I may be assigned to carry out field inspections in any State in accordance with the Guidelines.

**Declaration:** I hereby declare that the details furnished above are true and correct to the best of my knowledge. In case any of the above information is found to be false or misleading or misrepresenting, I am aware that I may be held liable for it and my empanelment as SQM may be immediately cancelled and necessary action, as deemed fit, may be taken against me.

Signature.....

Name of applicant:.....

Date: .....

**Annexure-I (a)**

**Recommendation for Empanelment as State Quality Monitor**

**(For retired government / PSU engineers)**

(On the letter head of the recommending authority. It should have full name, designation, address and telephone number of the signatory, so that it can be verified)

Date.....

To,  
**The Chief Executive Officer**  
State Rural Road Development Agency,  
.....

Subject: Recommendation for Empanelment as State Quality Monitor (SQM) under PMGSY.

Sir,

Shri. ....(name of the candidate), was a regular employee of the ....(name of the State government department/ Government of India organisation/ PSU) and has retired from the active service on ....(date of retirement).

2. Shri ..... (name of candidate) has high ethical standards and his/ her integrity is beyond doubt. No penalty related to corrupt practices was imposed on him during his active government service and no departmental enquiry is pending against him.

3. This department has no objection for his empanelment as State Quality Monitor, under PMGSY.

Yours sincerely,

Signature of the recommending authority  
(name and designation)

**Annexure-I (b)**

**Recommendation for Empanelment as State Quality Monitor  
(For serving /retired faculty members)**

(On the letter head of the recommending authority. It should have full name, designation, address and telephone number of the signatory, so that it can be verified)

Date.....

To,  
**The Chief Executive Officer,**  
State Rural Road Development Agency,  
.....

Subject: Recommendation for Empanelment as State Quality Monitor (SQM) under PMGSY.

Sir,

Shri. ....(name of the candidate), is a regular faculty member of this of the ....(name of the State government engineering college/State government research institute/IITs/ NITs/ research institute of central government) and has joined this institute as regular employee on ....(date of joining the institute).

2. Shri ..... (name of candidate) has high ethical standards and his/ her integrity is beyond doubt. No penalty related to corrupt practices has been imposed on him during his active government service and no departmental enquiry is pending against him.

3. This department has no objection for his empanelment as State Quality Monitor, under PMGSY.

Yours sincerely,

Signature of the recommending authority  
(name and designation)

**Annexure-II**

**Recommendation for Empanelment as State Quality Monitor  
(For serving engineers of independent quality management divisions)**

(On the letter head of the recommending authority. It should have full name, designation, address and telephone number of the signatory, so that it can be verified)

Date.....

To,  
**The Chief Executive Officer,**  
State Rural Road Development Agency,  
.....

Subject: Recommendation for Empanelment as State Quality Monitor (SQM) under PMGSY.

Sir,

Shri. ....(name of the candidate), is a regular faculty member of this of the ....(name of the State government department) and has joined this department as regular employee on ....(date of joining the institute).

2. Shri ..... (name of candidate) has high ethical standards and his/ her integrity is beyond doubt. No penalty related to corrupt practices has been imposed on him during his active government service and no departmental enquiry is pending against him.

3. This department has no objection for his empanelment as State Quality Monitor, under PMGSY.

Yours sincerely,

Signature of the recommending authority  
(name and designation)